

Addendum 6, 1/10/07

Question Number	RFP Page	Section	Question/Request For Clarification	Answer
1	78	4.23	<i>During the bidder's conference, Randy Miller stated that the incumbent by contract must release its staff to other companies. Please clarify where this exists in the incumbent's contract? We believe the clause in the current contract language referred to by Mr. Miller is similar to RFP Requirement 4.23: "If the State determines that it would be in the State's best interest to hire an employee of the Contractor, the Contractor will release the selected employee from any non-compete agreements that may be in effect." This clause does not specify that the Contractor must release staff to other competing companies or to release them from a non-compete agreement. Please clarify.</i>	<p><i>Section 20.310 of the current fiscal agent contract statement of work states:</i></p> <p><i>"The Contractor will not restrict or prevent Contractor staff from accepting employment with any successor Contractor. The State will work with the incumbent and successor contractors on the timing of any transition of incumbent staff."</i></p>
2		Addendum 1	<i>On Addendum 1 to the RFP, the State extended the due date of the RFP to February 2nd. We appreciate this extension. However, in order to deliver a comprehensive and appropriate response, it is our belief that vendors will need more time to review the materials, understand your requirements and adjust their response based on answers to submitted questions and potential amendments. Will the State grant an extension for the RFP response to March 15th or as near that date as is possible consistent with the State's constraints?</i>	<p><i>The State revised the due date for proposals to 3:00 p.m. on Friday, February 2, 2007. The State will issue answers to questions as soon as they are completed. Answers will be posted on the State procurement website and updated as additional groups of questions have been answered.</i></p> <p><i>UPDATED 12/27/06 – See Addendum 3</i> <i>UPDATED 01/04/06 – See Addendum 5</i></p>
3			<i>There are conflicting areas in the RFP in regards to the mandatory aspects of the contract. Per the Bidder's Conference discussion, please clarify which contract terms are mandatory, if any. Is the State</i>	<i>Under Section 3.3.4 of the RFP, bidders should pose questions about the state boilerplate clauses or suggest alternative language to the boilerplate. Based on the state's response,</i>

			<p><i>willing to consider additions or modifications to the contract, such as limitations of liability, consequential damages, liquidated damages for Federal Financial Participation, and indemnification clauses?</i></p>	<p><i>bidders may choose to include suggested language within their proposals under the terms of the RFP Section 2.7. However, bidders should understand that the state considers all terms issued under the state boilerplate mandatory and should be prepared to accept all such terms as the state may not accept any requested changes during final contract negotiation.</i></p> <p><i>UPDATED 12/27/2006 to read: Under Section 3.3.4 of the RFP, bidders should pose questions about the state boilerplate clauses or suggest alternative language to the boilerplate. Based on the state's response, bidders may choose to include suggested language within their proposals under the terms of the RFP Section 2.7. Through this process, vendors must identify all potential contract issues. The State will not entertain any contract discussions pertaining to the boilerplate contract (Attachment B) unless it is identified in the vendor's response.</i></p>
4			<p><i>Many states hold confidential discussions with vendors as part of the procurement process. These discussions are usually two to four hours in length and help the vendor understand the State's goals, criteria and requirements, as well as providing the opportunity to discuss proposal options that may increase the value to the state in terms of cost and/or quality of the solution. Thus, confidential discussions with vendors early in the procurement process can</i></p>	<p><i>The State will not hold confidential discussions with vendors.</i></p>

			<i>help increase the quality of the submission and the value to the State. Proposed topics for discussion may include alternative approaches to meeting the state's needs by focusing on business outcomes rather than a staffing oriented solution, clarification of technical solution requirements, transition approach options, performance optimization ideas, confirmation of business goals and approaches for future changes to the MMIS system . Is the state able and willing to hold confidential discussions with vendors as part of the RFP procurement process?</i>	
5		<i>General</i>	<i>What impact, if any, does the State expect the new eligibility contract with IBM to have on the contract resulting from this procurement? For example, interface, business rule, or process changes.</i>	<i>The State is not anticipating major interface, business rule, or process changes as a result of the modernization project.</i>
6		<i>General</i>	<i>Per the bidder's conference, please confirm the "State review and approval" of all deliverables will be 10 days. Would the State consider a five-day approval of all deliverables during the Implementation Phase?</i>	<i>The State is willing to consider an alternate review and approval schedule based on adequate notification prior to deliverable delivery, the number, size, and timing of the deliverables.</i>
7		<i>General</i>	<i>Does the State anticipate continuing to use LBMS and OMNI in this contract? Claims, Finance, and Provider appear to have LBMS deeply embedded in their processing. If yes, how many resources does the State anticipate are needed to support the large LBMS system?</i>	<i>The winning bidder will be expected to maintain IndianaAIM and supporting systems "as is" and allocate sufficient staff to support these systems.</i>
8		<i>General</i>	<i>Please confirm that, per the bidder's conference, the State does not intend to procure or have bid as part of this contract a new system, and that alternate proposals are not allowed. Our understanding is that you are simply seeking value add in the context of the RFP requirements provided to ensure your ability to evaluate all proposals equitably.</i>	<i>The purpose for the RFP can be found in Section One, General Information, 1.3, which reads as follows: "The purpose of this RFP is to select a Contractor that can satisfy the State's need for takeover and operation of the Indiana MMIS and</i>

				<i>provision of Fiscal Agent services as defined in Section 5, Scope of Work. It is the intent of FSSA OMPP to contract with a Respondent that provides quality MMIS operation and Fiscal Agent services for FSSA OMPP.”</i>
9	25	3.1	<i>The last row in the 3.1 table (tab 5g) references Section 3.15. The RFP does not include Section 3.15. Please clarify where the bidder can find the Evidence of Financial Responsibility form</i>	<i>The row referenced in Table 3.1 is deleted. Bids do not need to include Tab 5g.</i>
10	32 101	3.4.1.6 5.1.4.3	<i>Please clarify whether the “systems manager” referred to in 3.4.1.6 and the “systems director” referred to in 5.1.4.3 are the same position</i>	<i>The positions are the same position. The State intends for this position to be the “Systems Director”.</i>
11	39	3.5	<i>Please specify where the bidder should include the price for Takeover in the Price Schedules. Also, is this price going to be part of the total overall scoring on price?</i>	<i>The contractor awarded this project will be reimbursed up to \$5 million for takeover. This cost is not to be included in the price schedules and is not included in the overall scoring on price.</i>
12	44 to 53	3.5.11 through 3.5.20	<i>Please confirm that postage will be required as part of “other” costs in the cost sheets. If not, please indicate how the contractor should handle postage costs.</i>	<i>Postage costs will be reimbursed separately to the contractor. They are not to be included in the pricing schedules.</i>
13	60	4.4.3	<i>Please confirm that the threshold for TPL includes recovery and avoidance.</i>	<i>The threshold for TPL includes recovery and avoidance.</i>
14	61	4.4.5	<i>Please confirm that the State expects the contractor to attain the services of an Independent Verification and Validation (IV&V) firm and include it in the proposal. Also, please confirm that the State is not expecting the price for the IV&V services to be included in the bidder’s cost proposal</i>	<i>The contractor will obtain the services of an IV&V firm after contract award, in consultation with the State. This is not to be included in the proposal and the cost of this is not to be included in the proposal.</i>
15	60	4.4.4	<i>Please confirm that the change in fee-for-service</i>	<i>The requirement is written based upon the</i>

			<i>population percentage would be adjusted for increase and decrease.</i>	<i>State's intent.</i>
16	66	4.13	<i>Per the bidders conference, please confirm that the business knowledge relating to all new or modified Federal standards, conditions, or functional requirements for the operation of the MMIS and fiscal agent responsibilities is required as part of this contract. Additionally, please confirm that the business definition, requirements gathering, and systems modifications/operations requirements and implementation of such would be handled through the modifications pool.</i>	<i>The Contractor is responsible under maintenance and its base price to modify the system for known changes identified in the RFP, such as implementation imaging for Provider Enrollment. The Contractor is also responsible under maintenance and its base price to meet the requirements in the RFP. The modification dollars referenced in the RFP are allocated to pay for system enhancements based on State and Federal direction, policy, rule, and statute. Business and operations expertise for system enhancements is also the responsibility of the Contractor and is included in its base price.</i>
17	74	4.20.12.1	<i>Please confirm that 4.20.12.1 relates to the system capacity to process claims within 24 hours of receipt, not the operational ability to enter claims into the system. Please confirm that the State's expectation is for the Contractor to pay, deny, or suspend the claim within 24 hours of the AIM system receiving the claim. Also, please confirm this relates only to paper claims once they are entered into the AIM system.</i>	<i>"Receipt" as referenced in 4.20.12.1 refers to receipt of the claim data into the claims processing system.</i>
18	116	5.1.6.61	<i>Per the bidder's conference, please confirm the State intends for bidders to include pricing for the SAS-70 audit as part of the proposal. What other audits need to be priced?</i>	<i>SAS-70 is the specific audit requested.</i>
19	164	5.6.4.54	<i>Does the 1 percent refer to fee-for service members only, or does the State intend for the bidder to cost for mailing MRNs to managed care members as well?</i>	<i>Fee for Services member only</i>
20			<i>Will IN FSSA extend the deadline to respond to this</i>	<i>The State revised the due date for proposals to</i>

			<i>opportunity by 10 weeks, approximately March 30, 2007 or after? While we appreciate IN FSSA's extension of the proposal deadline to February 2, 2007, there are approximately five (5) MMIS FAS/DDI RFP's in the same time frame as the IN FSSA MMIS opportunity, with three (3) states preceding the IN FSSA RFP release and requiring end of January/first of February proposal submission dates.</i>	<i>3:00 p.m. on Friday, February 2, 2007. The State will issue answers to questions as soon as they are completed. Answers will be posted on the State procurement website and updated as additional groups of questions have been answered.</i> <i>UPDATED 12/27/06 – See Addendum 3</i> <i>UPDATED 01/04/06 – See Addendum 5</i>
21			<i>What is the status of the EDS Contract? What is the current end date of the EDS contract? There is confusion as to the reasons for the "fast track" proposal response date.</i>	<i>EDS' contract with the State of Indiana ends December 31, 2007.</i>
22	31	3.4.1.4	<i>Please clarify where Bidder's can locate the instructions and forms for corporate references mentioned in Requirement 3.4.1.4.</i>	<i>The reference forms and instructions can be found in the procurement library.</i>
23	43-53	3.5.10 to 3.5.20 (Pricing Schedules)	<i>Please confirm whether postage expenses will be pass-through costs, which are reimbursed to the vendor (as under the present MMIS contract).</i>	<i>Postage costs will be reimbursed separately to the contractor. They are not to be included in the pricing schedules.</i>
24	103 150	5.1.4.6 5.4.4.25	<i>Please clarify which is the correct requirement for the EPSDT coordinator. Requirement 5.1.4.6 states an associate's degree. Yet, 5.4.4.25 states a bachelor's degree.</i> <i>Will the State allow four years of Indiana Medicaid experience to be substituted in lieu of a bachelor's degree with a minimum of an associate's degree as a requirement?</i>	<i>The requirement of 5.1.4.6 which states an associate's degree is in error. The degree requirement of 5.4.4.25 of a bachelor's degree is correct. The bidder may propose filling key positions with staff that have alternative, equivalent education and experience qualifications. The bidder may substitute health care insurance or Medicaid experience in another state for Indiana Medicaid experience. If alternative qualifications are proposed, the bidder should indicate the justification and</i>

				<p><i>explain the equivalency. Any such alternatives will not cause the proposal to be rejected for failure to meet mandatory requirements, but will be evaluated accordingly. The State also reserves the right to specifically enforce the requirements of the RFP for any or all positions. After each year of operation, the Contractor may submit a proposed staffing plan for subsequent years, subject to approval by the State.</i></p>
25	103	5.1.4.6	<p><i>Please confirm that all 21 key staff are to be named and resumes included in the response.</i></p> <p><i>It is in the contractor's experience in several states, that Medicaid systems and program experience for the below positions proves to be a critical factor in ensuring successful operations.</i></p> <p><i>Will the state accept a minimum of equivalent years of Medicaid experience in lieu of the degree for certain key personnel positions, such as:</i></p> <p><i>Systems Director – 8 years of Indiana Medicaid experience</i></p> <p><i>Deputy Project Manager – 16 years of Medicaid experience</i></p> <p><i>Operations Manager – 16 years of Medicaid experience</i></p>	<p><i>The bidder must submit resumes and reference sheets for the following key staff positions; project manager, deputy project manager, chief financial officer, operations manager, and systems director. The bidder must submit a plan for filling the other key staff positions within the proposal. The specific numbers of required employees and the named key staff positions specified in the RFP are mandatory. The Contractor must additionally maintain sufficient staff in all categories necessary to meet the requirements and performance standards of the RFP. The bidder may propose filling key positions with staff that have alternative, equivalent education and experience qualifications. The bidder may substitute health care insurance or Medicaid experience in another state for Indiana Medicaid experience. If alternative qualifications are proposed, the bidder should indicate the justification and explain the equivalency. Any such alternatives will not cause the proposal to be rejected for</i></p>

				<i>failure to meet mandatory requirements, but will be evaluated accordingly. The State also reserves the right to specifically enforce the requirements of the RFP for any or all positions. After each year of operation, the Contractor may submit a proposed staffing plan for subsequent years, subject to approval by the State.</i>
26		<i>General</i>	<i>Does the State intend for the Contractor to implement a new call center tracking system? Or, does the current contractor's system include the requested functionality?</i>	<i>The State requests bidder to provide further clarification on the specific RFP requirement for this question.</i>
27	22	3.1	<i>Does the State intend for the bidders to include subtabs in its response for the subsections to the major tabs? For example, should the bidder include subtabs for 2a, 2b, 2c, and so on? Or, are only the major tabs for Sections 1 through 5 required for compliance? If subtabs are required, are subtabs 2e and 2g intentionally omitted?</i>	<i>Subtabs are not listed as a requirement. However, the State appreciates and encourages bidder efforts at ensuring the proposals are well organized and easy to follow.</i>
28	139	5.3.1	<i>As ICD-10 is not currently a requirement on a federal or state level, please confirm that the State expects the cost for the modifications to be part of the cost proposal in the bidder's response? Will upgrade to ICD-10 be considered a modification, or should it be included as part of this RFP?</i>	<i>The Contractor is responsible under maintenance and its base price to modify the system for known changes identified in the RFP, such as implementation imaging for Provider Enrollment. The Contractor is also responsible under maintenance and its base price to meet the requirements in the RFP. The modification dollars referenced in the RFP are allocated to pay for system enhancements based on State and Federal direction, policy, rule, and statute. Business and operations expertise for system enhancements is also the responsibility of the Contractor and is included in its base price.</i>

29	37	3.4.5.1 3.4.5.2	<i>Please clarify whether the bidder should “acknowledge” the requirements in Section 5.1 and 5.2, or respond to every detail in both of these sections as indicated in 3.4.5.1.</i>	<i>The bidder should respond in detail to the requirements in these sections. In some cases, the detailed response may be a simple affirmation of the bidder’s understanding and agreement to meet the requirement. Where appropriate, the bidder should provide details regarding its experience, qualifications, methods and tools that will be used to meet the requirement. Detail that gives the state increased confidence in the bidder’s ability to meet the requirement will be considered in scoring.</i>
30	37	3.4.5.3	<i>Please confirm that the requirements referenced in 3.4.5.3 should specify “Section 5.3 through 5.20,” rather than “through 5.19” as indicated in the RFP.</i>	<i>The reference in 3.4.5.3 is amended to include “Section 5.3 through 5.20.”</i>
31	39 40 40 112	3.5.2 3.5.4 3.5.7 5.1.6.21-32	<i>Is the Quality Management Component and the Quality Management program mentioned in 3.5.2, 3.5.4, and 3.5.7 referring to the requirements listed in 5.1.6.21 through 5.1.6.32 within the General Operations Requirements section? If not, please clarify where the requirements for the Quality Management component/program can be found.</i>	<i>The Quality Management Component specifically refers to 5.1.6.21 through 5.1.6.32.</i>
32	39 101 101	3.5.2 5.1.4.3 5.1.4.4	<i>Are the terms “quality management” and “quality assurance” synonymous in the RFP? For example, 5.1.4.3 requires a quality assurance manager and 5.1.4.4 requires a quality assurance analyst, yet 3.5.2 refers to the Quality Management Component. If not, please clarify the distinction.</i>	<i>The Quality Management Component refers to the Quality Assurance Manager, who is the Quality Manager in 3.5.2, and the five Quality Assurance Analysts required in 5.1.6.21 through 5.1.6.32.</i>
33	40	3.5.4	<i>Please confirm that the references noted in 3.5.4 should specify “Sections 5.1.6.21 through 5.1.5.32,” rather than “5.1.5.21-5.1.5.32.”</i>	<i>The reference in 3.5.4 is amended to specify “Sections 5.1.6.21 through 5.1.6.32.”</i>

34	40	403.5.5	<i>Section 3.5.5 is titled “TPL Cost Avoidance and Recovery Percentage,” yet, the narrative and the Schedule A do not mention cost avoidance. Please clarify that the State intends to address Cost Avoidance in addition to Cost Recovery. If yes, please indicate where this is addressed in the RFP.</i>	<i>Both cost recoveries and cost avoidance are included in the threshold. See Section 4.4.3. On Pricing Schedule A the percentage bid shall not exceed 1%.</i>
35	68	4.17.1.2	<i>Please clarify whether the bid price charges for “phase-in, phase-out services for up to sixty days after this contract expires” should be included in the price sheets under “Other.”</i>	<i>The bid price for “phase-in, phase-out” services may be included in “Other” in schedule C-5.</i>
36	99	5.1.3.5	<i>To provide a solid fixed-price contract, please quantify what licenses and how many are needed for the requirements. For example, how many State personnel, medical policy contractor, SURS contractor, and other licenses will be needed. Please indicate if the language refers to licenses needed for system access to applications such as AIM, BusinessObjects, and OnDemand or whether the State intends for the Contractor to supply licenses to software unrelated to support of these systems (such as with FoxPro, Microsoft Excel, and Microsoft Word)?</i>	<i>The State does not intend for the Contractor to provide licenses to software unrelated to the support of the systems and business functions identified in the RFP.</i>
37	101	5.1.4.6	<i>Please confirm that, per the bidder's conference, the State will consider a "business case" for individuals bid as part of the key staff requirements; however, scoring will be based on the current or amended requirements.</i>	<i>The bidder must submit resumes and reference sheets for the following key staff positions; project manager, deputy project manager, chief financial officer, operations manager, and systems director. The bidder must submit a plan for filling the other key staff positions within the proposal. The specific numbers of required employees and the named key staff positions specified in the RFP are mandatory. The Contractor must additionally maintain sufficient</i>

				<p><i>staff in all categories necessary to meet the requirements and performance standards of the RFP. The bidder may propose filling key positions with staff that have alternative, equivalent education and experience qualifications. The bidder may substitute health care insurance or Medicaid experience in another state for Indiana Medicaid experience. If alternative qualifications are proposed, the bidder should indicate the justification and explain the equivalency. Any such alternatives will not cause the proposal to be rejected for failure to meet mandatory requirements, but will be evaluated accordingly. The State also reserves the right to specifically enforce the requirements of the RFP for any or all positions. After each year of operation, the Contractor may submit a proposed staffing plan for subsequent years, subject to approval by the State.</i></p>
--	--	--	--	---

38	111	5.1.6.7, 5.1.6.14, and others	<p><i>For any reference in the RFP where it says “all reports” or “all activities,” please confirm during Takeover that “all” is in reference to existing reports and existing functions that will be turned over by the incumbent. If not, please identify additional reports and activities.</i></p> <p><i>For example, 5.1.6.14 states “Ensure that all reports are accurate and delivered in the time frames specified by the State.”</i></p> <p><i>Also, please confirm report modifications or enhancements are covered under the modification pool.</i></p>	<p><i>References to “all reports” in the RFP refer to existing system-generated reports, new reports that may be created by the Contractor as system modifications or enhancements, and ad-hoc reports that may be generated by the Contractor at the request of the State. References to “all activities” are explained sufficiently at each reference. The Contractor is responsible under maintenance and its base price to modify reports to meet RFP requirements, including code and transaction updates. Report modifications to meet new requirements will be made under the modification pool or through contract amendment, as appropriate.</i></p>
39	113	5.1.6.31	<p><i>Please define “defect” and the framework within which this will be monitored for compliance.</i></p>	<p><i>Meriam-Webster defines a defect as “an imperfection that impairs worth or utility : Shortcoming</i> <i>2 a lack of something necessary for completeness, adequacy, or perfection: Deficiency.</i></p>
40	117	5.1.6.66	<p><i>Per the bidder’s conference, please confirm that the State expects that “changes to State and Federal law regarding the name, format, and/or framework of the programs and/or services provided under the Indiana Health Coverage Programs” would be included as a modification?</i></p>	<p><i>The Contractor is responsible under maintenance and its base price to modify the system for known changes identified in the RFP, such as implementation imaging for Provider Enrollment. The Contractor is also responsible under maintenance and its base price to meet the requirements in the RFP. The modification dollars referenced in the RFP are allocated to pay for system enhancements based on State and Federal direction, policy, rule, and statute. Business and operations expertise for system enhancements is also the responsibility of the Contractor and is included in its base price.</i></p>

41	125	5.2.4.12	<i>Per the bidder's conference, please specify the number of years of historical enrollment files to be imaged.</i>	<i>The State intends for the provider files of all current providers to be imaged. The Contractor may propose a file cleaning process for State approval to remove any un-necessary documents.</i>
42	128	5.2.4.32	<i>Please clarify the correct required answer time: Two minutes per Requirement 5.2.4.65, or one minute per Requirement 5.2.4.32? Also, is hold time not to exceed one minute or 30 seconds?</i>	<i>The answer time requirement is one minute. Under normal operations, the hold time shall not exceed 30 seconds.</i>
43	133	5.2.4.66	<i>Please define all other billing code sets. Does the state intend for this to include all current code sets, and new code sets will be considered a modification?</i>	<i>This includes all billing code sets accepted in ANSI X12 (HIPAA) transactions and those accepted on paper claim forms. Any and all code sets meeting this definition are subject to the requirement, including modifications and additions to the code sets as required under the contract. All must be provided by the Contractor and included in the base price (not a modification).</i>
44	137	5.2.4.113	<i>Does the current incumbent's staffing include the activities related to fingerprinting for background screening of providers? Because the requirement states "if directed to do so by the State," will the State consider a price per fingerprinting and background check?</i>	<i>This is not a requirement of the existing contract. If required during operations under the contract, the State will negotiate staffing requirements with the Contractor.</i>
45	150	5.4.4.26	<i>Does the incumbent's current staffing reflect the hold time requirement stated in the RFP?</i>	<i>The hold time has not changed from the current contract. Staffing levels for the winning bidder would be dependent on the skill level of the bidder's staff.</i>

46	154 247	5.5.4.6 5.20.1.26	<p><i>There appears to be a conflict between Requirements 5.5.4.6 and 5.20.1.26 about the AVR, POS, and Internet availability. Please confirm that 5.20.1.26 is the correct requirement for availability.</i></p> <p><i>Does the architecture diagram in the Procurement Library support 5.20.1.26 or 5.5.4.6?</i></p>	<p><i>The State agrees that a conflict exists with the percentage of up-time. The 99.999 percent in 5.5.4.6 is the correct percentage. The bidder's technical experts should be utilized to determine the necessary architecture to support this requirement.</i></p>
47	187	5.9.4.33	<p><i>When changes or additions are requested to the encounter claims adjudication process, will this be covered under the modification pool?</i></p>	<p><i>The Contractor is responsible under maintenance and its base price to modify the system for known changes identified in the RFP, such as implementation imaging for Provider Enrollment. The Contractor is also responsible under maintenance and its base price to meet the requirements in the RFP. The modification dollars referenced in the RFP are allocated to pay for system enhancements based on State and Federal direction, policy, rule, and statute. Business and operations expertise for system enhancements is also the responsibility of the Contractor and is included in its base price.</i></p>
48	5.10.3.2	189	<p><i>When the State adds "persons in such other waiver programs," will the required system changes be covered under the modification pool?</i></p>	<p><i>The Contractor is responsible under maintenance and its base price to modify the system for known changes identified in the RFP, such as implementation imaging for Provider Enrollment. The Contractor is also responsible under maintenance and its base price to meet the requirements in the RFP. The modification dollars referenced in the RFP are allocated to pay for system enhancements based on State and Federal direction, policy, rule, and statute. Business and operations expertise for system enhancements is also the responsibility of the Contractor and is included in its base price</i></p>

49		5.12.4.10	<i>Requirement 5.12.4.10 states, “Deliver to the State a hard copy and electronic copy of monthly CMS MSIS reports in a format and on a schedule directed by the State.” Please clarify what MSIS data the State is looking for, as CMS does not have a requirement currently for any monthly MSIS reports.</i>	<i>The vendor must adhere to the schedule as set forth by CMS and its vendors.</i>
50	200	5.12.4.12	<i>Requirement 5.12.4.12 states, “Prepare the CMS-64 report with all systems-produced data for delivery to the State, and incorporate additional information provided by the State under MAS-1 and MAS-2.” No further references to MAS-1 and MAS-2 are included in this RFP. Please clarify the references and what the State requires.</i>	<i>The requirement 5.12.4.12 is amended to read “Prepare the CMS-64 report with all systems-produced data for delivery to the State, and incorporate additional information provided by the State under Section 5.12.3.1 and 5.12.3.2.”</i>
51	200	5.12.4.14	<i>Requirement 5.12.4.14 mentions “district codes” and “accounting codes” for MAR reports. Please clarify and give an example of what types of codes the State is referring. These codes are not typically associated with MAR.</i>	<i>Some MAR systems allow for selection of counties, regions or other user-defined districts on some MAR reports. Some MAR systems allow state, federal or user-defined fund or accounting codes on some MAR reports. The State expects the Contractor to include recommendations concerning these codes if appropriate to improve MAR reporting or necessary to comply with federal or State laws or rules.</i>
52	204 205	5.13.4.8 5.1.4.31	<i>There appears to be a conflict in number of years for data retention in these two requirements. Please clarify the correct number of years. Does the states intend to increase the claims history from seven to 10 years as claims are processed? If the state intends to have 10 years available immediately, does the State want the bidder to include in its response the cost and additional scope required to convert and load from old tapes or formats to meet the requirement?</i>	<i>Section 5.13.4.8 is amended to remove the requirement to meet the ten year requirement within 180 days. The intent is for the Contractor to begin with history available from the incumbent and add claim data until the ten years of history are available, then maintain a rolling ten-year history.</i>

53	5.14.1.1	207	<i>Per the bidder's conference, does the State intend to have four environments? If so, are the additional two environments to be included in the "not to exceed \$5 million implementation cost"?</i>	<i>Yes, the State intends to have four environments. All environments must be included during implementation, and may be included as part of the \$5 million implementation cost.</i>
54	207 to 209	5.14.1.1 through 5.14.1.3	<i>Should Requirements 5.14.1.1 through 5.14.1.3 be changed to 5.14.2.1 through 5.14.2.3 to reflect that they are subrequirements under 5.14.2?</i>	<i>Yes</i>
55	243	5.19.1.47	<i>Per the bidder's conference, please confirm the State will be responsible for ensuring the 46 percent match, as the vendor does not determine eligibility?</i>	<i>That is correct. The requirement for the vendor to ensure the match is removed from the requirement.</i>
56			<i>Will the state be providing the MMIS programming code for the bidder's to better evaluate the takeover and operations efforts?</i>	<i>The State can provide tapes of the MMIS source code on a per request basis.</i>
57			<p><i>What modifications to the MMIS does IN FSSA intend to request during the life of the new contract?</i></p> <p><i>The RFP mentions that this is a takeover and multi-year operation of the IN MMIS and for fiscal agent services for the OMPP effective 2006.</i></p>	<i>The Contractor is responsible under maintenance and its base price to modify the system for known changes identified in the RFP, such as implementation imaging for Provider Enrollment. The Contractor is also responsible under maintenance and its base price to meet the requirements in the RFP. The modification dollars referenced in the RFP are allocated to pay for system enhancements based on State and Federal direction, policy, rule, and statute. Business and operations expertise for system enhancements is also the responsibility of the Contractor and is included in its base price.</i>
58		3.5.4	<i>In Section 3.5.4 of the RFP there is reference to Sections 5.1.5.21 and 5.1.5.32. Neither of these sections exist in the RFP. Could you find out what the correct references are and let me know.</i>	<i>The reference in 3.5.4 is amended to specify "Sections 5.1.6.21 through 5.1.6.32."</i>

59		<i>General</i>	<i>Will the contractor be required to produce and mail Notice of Privacy Practices (NPPs) to newly eligible members on behalf of the State? The current contractor performs this function, but the bidder can not find a requirement for this task in the RFP.</i>	<i>The contractor will be required to mail an NPP to all newly eligible members and to all members periodically as required by HIPAA regulations</i>
60	38	3.4.8	<i>Is there any hardware that the incumbent would not turn over to the State? Please confirm if the existing hardware in place is part of this RFP and subsequent contract. Is the operating system software, middleware, and integration software owned by existing contractor? Is it government-owned equipment?</i>	<i>The mechanics of takeover will almost certainly require the winning bidder (if not the incumbent) to stand up a parallel system, including building space, hardware, operating systems and COTS software, staffing, transfer of the MMIS, testing of functionality, and parallel or comparative testing for user acceptance. The vendor should not count on receiving any hardware or operating system software from the incumbent, but may charge such costs to the State, up to \$5 million, without including the cost.</i>
61	40 & 43	43.5.5 <i>Pricing Schedule A (Line 6)</i>	<i>Please confirm whether the recovery percentage relates to all TPL cash recoveries or only to those recoveries after a threshold is reached.</i>	<i>The recovery and avoidance percentage applies only to those recoveries and avoidance after the threshold is reached. See Section 4.4.3. That percentage shall not exceed 1%.</i>
62	60	4.4.3	<i>This section states that “the contractor shall be reimbursed a maximum of 1% of all dollars collected in excess threshold.” Please confirm that “dollars collected” include both recovery dollars and cost avoidance savings combined.</i>	<i>The specific quote should state: “the contractor shall be reimbursed a maximum of 1% of all dollars collected and avoided in excess of the threshold.”</i>

63	60-61	4.4.4.2	<i>This section states that the TPL threshold will increase if the fee-for-service Medicaid population increases by more than 5%. Along the same line of thought, will the State decrease the threshold if the Medicaid fee-for-service population decreases?</i>	<i>No</i>
64	73	4.20.10	<i>Please confirm the contractor will not be responsible liquidated damages if the problem is with a third party vendor experiences an outage, such as electrical cables being accidentally cut.</i>	<i>See the Force Majeure language in the sample contract.</i>
65	138	5.2.4.115	<i>Requirement 5.2.4.115 indicates that site visit information may be used in determining whether a provider should be enrolled in the Indiana Medicaid Program. Will the State please indicate where bidders can find the documentation that specifies what information will be obtained, who will receive this information, and how the gathering of this information will be used in the provider enrollment process?</i>	<i>The process is not in place at this time. The State's intention is to reserve the right to request site visits. The site visits for this requirement would count as a site visit under requirement 5.2.4.39</i>
66	161	5.6.4.21	<i>5.6.4.21 requires that the Contractor "Provide on-line response notification and billing error notification to providers and MCOs submitting batch claims transactions within 5 minutes of receipt of incoming claim transactions." Please provide clarification of what the State considers a "billing error." Does the current system provide the functionality to respond within 5 minutes? If not, is this an enhancement desired by the State?</i>	<i>The current MMIS system provides reject reports to providers and MCOs on claims that do not pass the front-end edits.</i>

67	176	5.7.4.52	<i>Requirement 5.7.4.52 states, “Perform an analysis each week and present a report of suspicious checks to the State for review before checks and EFTs are released.” Please provide the parameters that the State intends for the Contractor to use in defining a “suspicious check.”</i>	<i>The State is interested in bidder proposals to fulfill this requirement.</i>
68	190	5.10.4.16	<i>Is it the State’s intent for the Contractor to take over the State’s processes and procedures for certifying waiver providers? If yes, please provide bidders with the process and procedure documentation for this certification.</i>	<i>The State’s does not intend for the bidders propose a solution for these specific services in the response to this RFP. However, the State may entertain this option in contract negotiations with the winning bidder.</i>
69	191	5.10.4.19	<i>Requirement 5.10.4.19 states "The PA unit should check to see if members are enrolled in a waiver program and, if so, contact and coordinate service authorization decision with the waiver case management entity." Please provide a reference point in the RFP that provides the requirements for establishing a PA unit. If not included in the RFP, please provide bidders with the criteria for establishing the unit and its associated responsibilities.</i>	<i>The State has contracted with a separate vendor for prior authorization services. The State will expect the winning bidder to coordinate and cooperate with the State and other vendors.</i>
70	191	5.10.4.20	<i>Please provide a reference point in the RFP that provides the requirements for establishing a SUR unit. If not included in the RFP, please provide bidders with the criteria for establishing the unit and its associated responsibilities.</i>	<i>The State has contracted with a separate vendor for surveillance, Utilization, and Review services. The State will expect the winning bidder to coordinate and cooperate with the State and other vendors.</i>

71	230	5.17.4.5	<i>Please define the specific verification steps the State expects the contractor to perform and identify the specific populations to be verified.</i>	<i>The State intends for the winning bidder to maximize legitimate cost avoidance and recovery. The bidders should propose the process by which the bidder will perform these services.</i>
72	230	5.17.4.6	<i>Please define the specific verification steps the State expects the Contractor to perform, and identify the specific populations to be verified.</i>	<i>The State intends for the winning bidder to maximize legitimate cost avoidance and recovery. The bidders should propose the process by which the bidder will perform these services.</i>
73	230	5.17.4.9	<i>Please define the specific verification steps the State expects the Contractor to perform and identify the specific populations to be verified.</i>	<i>The State intends for the winning bidder to maximize legitimate cost avoidance and recovery. The bidders should propose the process by which the bidder will perform these services.</i>
74	234	5.17.4.47	<i>Please describe what tasks the State expects the Contractor to perform to “pursue private insurance coverage for recipients when a non-custodial parent has been court-ordered to provide insurance when available.”</i>	<i>The State intends for the winning bidder to maximize legitimate cost avoidance and recovery. The bidders should propose the process by which the bidder will perform these services.</i>
75	234	5.17.4.47	<i>Please clarify what the State requires the Contractor to do to “track compliance”?</i>	<i>The State intends for the winning bidder to maximize legitimate cost avoidance and recovery. The bidders should propose the process by which the bidder will perform these services.</i>
76	234	5.17.4.51	<i>Please define “adjustment requests.”</i>	<i>The new term for an adjustment is a void / replacement claim.</i>
77			<i>How does the FSSA handle claims which require review or additional data? IE. Attachments (Notes, X-Rays, etc)</i>	<i>See the resolutions manual in the procurement library.</i>

78			<i>Does FSSA currently offer EFT/835 ERA for the provider reimbursement?</i>	<i>Yes</i>
79			<i>Does the FSSA/Current vendor currently accept commercial payer claims from submitters?</i>	<i>FSSA/Current vendor accepts payer claims from Medicare only. The provider submits claims to FSSA/Current vendor with payer detail from commercial payers.</i>
80	8	1.5.4	Is the statement of work for First Steps in the RFP what is currently supported by the incumbent's system? For example, does the incumbent run two financial cycles per week for First Steps? Does the State expect the system to be modified and enhanced to meet the requirements in the RFP? If not, please indicate what is different in the new requirements.	The Statement of Work for First Steps is being negotiated with the current vendor for the running of First Steps through 2007. The Statement of Work is officially amended to only require one financial cycle for First Steps.
81	8 243	1.5.4 5.19.4.1.7	The current First Steps function only processes one financial cycle each week. Please confirm that the State intends a major enhancement/upgrade of the system to allow two financial cycles each week, or whether the State will amend the requirement to be consistent with a single financial cycle per week.	The Statement of Work is officially amended to only require one financial cycle for First Steps.
82	179	5.8.4.16	Please provide bidders with the average number of Buy-In and Part D inquiries each month.	Approximately, the state receives on average 10 Part D inquiries a month. The state has received 240 inquiries for Buy-in since January 2006.
83	209	5.14.5.13	Please indicate where in the procurement library bidders can locate the extracts that are currently performed. Also, please indicate how many extracts beyond the current extracts performed the State wants included in the bid.	The State has included an MMIS Extract list in the Procurement library. This list is not to be considered all inclusive. The winning bidder will be responsible for all extracts currently generated and created based on system enhancements.
84	210	5.14.5.22	Please explain the calculation used for this requirement. Also, please confirm that the calculation occurs at a test failure during the State's users acceptance testing.	The calculation is included in the requirement. The calculation occurs during the Contractor's system integration testing.

85	27	3.3.3	Please confirm that for publicly traded corporations this requirement applies only to the annual financial statements issued by the corporation. Additionally, please confirm that the State understands that the Corporate Audit Committee will be made up of Corporate Board members.	This requirement applies to any financial information submitted in the proposal, which may include annual financial statements or other financial information included in the bid. The bid should include a description of how audit integrity is maintained, regardless of the structure of the Corporate Audit Committee.
86	40	3.5.8(1)	This item states that the monthly price will include costs associated with Section 5, except for costs described in Section 4.5. Section 4.5 describes access to records. Please confirm whether it is the State's intent to exclude Section 4.5 costs or whether this was an erroneous cross-reference.	The correct section for this is Section 4.4.
87	40	3.5.8 (1)	This item states that the payment methodology is described in Section 4.33. This appears to be an erroneous cross-reference, as Section 4.33 describes merger and modification. Please clarify the State's intent.	The correct section for this is Section 4.4.
88	60	4.4.3	Please describe the current method the State uses to calculate the total cost recovery and cost avoidance amount	<p>The total recovery is the reflection of the actual dollars recovered for paid claims from insurers and other liable entities plus the actual dollars recovered for paid claims from casualty cases.</p> <p>Cost avoidance equals the amount reported on claims that other payers have paid as the actual cost avoidance amount.</p> <p>Total Recovery plus Cost Avoidance equals Total Recovery and Cost Avoidance.</p>

89	234	5.17.4.47	This section requires the Contractor to “generate letters to employers requiring them to enroll the child in their parent’s insurance plan.” Does the State expect the Contractor to send letters similar to the National Medical Support Notice sent by child support and other agencies? If so, does the State expect the Contractor to follow up on these letters with carriers and employers, as well as receive and process all letters?	The bidders should propose the process by which the bidder will perform these services.														
90			How many claims does FSSA handle electronically per month on average? Please post average per month per year for last 3 years	<table><tr><td></td><td>Monthly Average (Electronic Claims)</td></tr><tr><td>SFY 2005</td><td>4,482,523</td></tr><tr><td>SFY 2006</td><td>4,075,372</td></tr><tr><td>SFY 2007 YTD</td><td>3,898,784</td></tr></table>		Monthly Average (Electronic Claims)	SFY 2005	4,482,523	SFY 2006	4,075,372	SFY 2007 YTD	3,898,784						
	Monthly Average (Electronic Claims)																	
SFY 2005	4,482,523																	
SFY 2006	4,075,372																	
SFY 2007 YTD	3,898,784																	
91			How many participating Medicaid submitters are there in the State of Indiana: Professional? Dental? Institutional?	<table><tr><th>Provider Category</th><th>Provider Count</th></tr><tr><td>Dental</td><td>996</td></tr><tr><td>Institutional</td><td>1,737</td></tr><tr><td>Pharmacy</td><td>1,414</td></tr><tr><td>Professional</td><td>12,414</td></tr><tr><td></td><td></td></tr><tr><td>Total</td><td>16,561</td></tr></table>	Provider Category	Provider Count	Dental	996	Institutional	1,737	Pharmacy	1,414	Professional	12,414			Total	16,561
Provider Category	Provider Count																	
Dental	996																	
Institutional	1,737																	
Pharmacy	1,414																	
Professional	12,414																	
Total	16,561																	
92			Does FSSA currently offer EFT/835 ERA for the provider reimbursement?	Yes														

93			What will the final contract between the State of Indiana and the successful vendor include? Which sections of the RFP?	The contract will include takeover operation of the Indiana MMIS and provision of Fiscal Agent services as defined in Section 5, Scope of Work.
94			There is some overlap and conflict between Section 4 of the RFP and the sample contract (Attachment B). Will the Attachment B govern in the event of such a conflict? Is the State agreeable to deleting conflicting/overlapping portions of Section 4?	Attachment B is the standard State boilerplate. The State intends to amend the contract language in the standard State boilerplate for this contract to include the language in Section 4. Thus, in general, the language from Section 4 will govern in the event of a conflict. However, note also the first paragraph of Section 4—that some boilerplate paragraphs may need to be changed prior to contract signing to comply with new State requirements
95		Section 3.3.7	<p>“Either a copy of the executed subcontract or a letter of agreement over the official signature of the firms involved must accompany each proposal.”</p> <p>Does a general Teaming Agreement between the prime contractor and its subcontractor meet this request? Does the State expect the subcontractor to execute Attachment B with the prime contractor in order for the prime/sub to submit their proposal?</p>	A General Teaming agreement with official signatures will suffice as long as the agreement explains the subcontracting situation. If the subcontractor is MWBE certified and will be utilized to gain MWBE points, then all MWBE requirements must be met. The State is most interested that there is a clear prime contractor and that all proposed subcontractors are engaged in the process.
96		Sections 3.6.1 and 3.8	If a vendor places its confidential and proprietary information in a sealed envelope marked “confidential” as directed by Section 3.8 of the RFP and the State determines, that in the State’s opinion, the information is not confidential, will the State give the vendor an	Respondents must identify the statutory exception for marking as confidential information contained within their Proposal. As stated in the RFP, if the State determines such information does not meet the disclosure exceptions under APRA, it may seek the opinion of the Public Access Counselor.

			opportunity to defend its position before making said information available to the public?	
97			Do subcontractors have to register as a bidder with the Department of Administration/Procurement Division (Section 8.3.10 of the RFP)?	This answer is assuming that the submission is referring to Section 3.8.10. For the purposes of this procurement, subcontractors do not need to register with the Department of Administration/Procurement Division. The State will contract with the designated prime contractor and that is who needs to be registered.
98			Do subcontractors have to register with the Secretary of State (Section 8.3.11 of the RFP)?	This answer is assuming this question is referring to Section 3.8.11. For the purposes of this procurement, subcontractors do not need to register with the Secretary of State. The State will contract with the designated prime contractor and that is who needs to be registered.
99			As this is a FFP contract, can the State elaborate on what it will seek to audit under Sections 4.5/4.7 and Attachment B, Section 4.7? Is the State agreeable to providing reasonable notice to the Vendor of any such audit? Is the State agreeable to have said auditor or third party representative conducting the audit sign a non-disclosure agreement? Is the State agreeable that said auditor or third party representative shall not be a competitor of vendor?	The State shall have access to any and all facilities for monitoring and auditing. The State will reasonably endeavor to work with the winning bidder and subcontractors to limit exposure of contractor's trade secrets as long as such endeavor does not hinder the material performance of the services performed or monitoring of those services.
100			What does Section 4.7 of the RFP and Attachment B mean when it says, "Contractor acknowledges that it	This is a requirement under state law. <u>See</u> IC 5-11-1-24(f). It is applicable because you will be paid for services rendered with state dollars

			may be required to submit to an audit of funds paid through this contract”? This is a FFP contract, why is this provision applicable?		
101			Section 4.9 of the RFP and Attachment B, Sections 8 and 9, last sentence states “no claim/or additional compensation shall be made in the absence of a prior written approval executed by all signatures hereto.” What does this mean? If the scope of work changes, which affects the FFP, can the Vendor file a request for equitable adjustment?	This language means that the state will not pay additional funds to the contractor without a validly executed amendment clearly stating that the contractor is to receive more money for services rendered than was provided for in the original contract.	
102			Can the State provide clarification on what is required in Sections 4.12.11 and 4.12.12 of the RFP?	The Contractor is expected to know and adhere to federal Health Insurance Portability and Accountability Act (HIPAA) requirements from 45 CFR 160, 162 and 164 and related laws. RFP Section 4.12.11 addresses the requirements of 45 CFR 164.528, and Section 4.12.12 addresses the requirements of 45 CFR 164.526. To date, there have been few requests in either category, and the fact that the fiscal agent is not the originator of most medical records limits the responsibility to amend records; but the Contractor must have a system and method for handling and responding to such requests.	
103		Section 4.4	<p>“All information, data, findings, recommendations, proposals, etc. shall be the property of the State.”</p> <p>Is it the State’s position that the State will also own any and all Vendor property methodologies, processes, look-and-feel, procedures, etc. incorporated in the data,</p>	Bidders should specifically identify, in the proposal, any proprietary property that will be utilized to fulfill the requirements of the RFP.	

			information, findings, recommend proposals, etc.?		
104			Is the State agreeable that the confidentiality provisions set forth in Section 4.15 of the RFP and Section 11 of Attachment B should be mutual?	No. Data, materials and information disclosed to the Contractor often involve Protected Health Information (PHI) of patients, financial information of providers, information necessary to assure system security, and information necessary to protect the integrity of the Medicaid program. Much of the work done by the Contractor is work for hire, funded jointly by federal and state government, paid for by public funds. As such, except for specific federal and state exemptions for trade secret and similar information, the State is under opposite obligations to provide information to the public as requested.	
105			Are there security clearance requirements for employees working on this program? If so, what level?	The employees of the winning bidder will be working with Protected Health Information. Any specific security requirements have been included in the RFP and supporting documents.	
106			Is there a prevailing wage/benefit requirement similar to the Services Contract Act?	No. Indiana's Prevailing Wage Act is limited to public works.	
107			The order of precedence clause differs from Section 4 of the RFP and Attachment B. Does Attachment B govern said conflict?	There is not a material difference in the clauses. The Contractor's proposal identified in Section 4.37 includes the Contractor's response to the RFP and attachments prepared by the Contractor. All components will be itemized and ordered prior to contract signing.	

108			<p>Section 4.38 of the RFP and Section 35 of Attachment B states in relevant part that all documents, records, programs, data, film, tape, articles memoranda developed under this contract shall be “works made for hire”. What is the State’s position on ownership of Vendor’s preexisting proprietary data, documents, records programs, etc., that are incorporated into a work made for hire? Will the State claim ownership in Vendor’s said preexisting materials?</p>	<p>The State intends to take no proprietary interest in licensed programs and tools such as operating systems, word processing programs, programming languages, etc. that are necessary to fulfill RFP requirements. If the State authorizes use of pre-existing materials to incorporate into the IndianaAIM system as enhancements or system modifications, such materials become part of the system, owned by the State, and available for use by successor fiscal agents. All documents submitted by the Contractor to fulfill RFP requirements become the property of the State, even if portions of the documents existed in earlier documents prepared by the Contractor. The State does not require the Contractor to supply pre-existing data, records, films, tapes, articles or memoranda.)</p>	
109			<p>Why does the Termination For Default section differ between Section 4.47.2 of the RFP and Section 43 of Attachment B?</p>	<p>Section 4.47.2 was added to strengthen the State’s position in case of default on the part of the Contractor, and was added in lieu of requiring a significant performance bond.</p>	
110			<p>Is subcontractor required to maintain its principal office in Indianapolis, Indiana (Section 5.1.3.1 of the RFP)?</p>	<p>Subcontractors may maintain principal offices outside of Indianapolis, Indiana subject to State approval.</p>	
111		Attachment B	<p>Can the Vendor submit replacement key personnel for approval by the State before the State terminates pursuant to Section 26 of Attachment B?</p>	<p>The state determines who might be Key Person under section 26 of Attachment B. A Key Person is not the same as Key Staff. Key Persons are members of the contractor that are so tied to the essence of the contractor that the State may not want to continue a relationship</p>	

				with the contractor without the presence of the Key Person. Thus it is inappropriate for the contractor to determine who a Key Person might be.	
112		Attachment B	What are the attachments prepared by the State? Is it only Attachments A-C in the RFP (Section 32 of Attachment B)?	Yes	
113		Attachment B	Is the State agreeable to limiting a Vendor's liability to direct damages (i.e. exclude consequential, indirect and lost profits) (Section 5.1.3.2 of Attachment B)?	No	
114		Attachment B	<p>Section 46 of Attachment B states:</p> <p>“If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this contract, the State may request in writing the replacement of any or all such individuals, and the Contractor shall grant such request.”</p> <p>In order to maintain control of its employees, would the State be agreeable to language which would require Vendor to act reasonably upon State's request to remove Vendor's employee, but not <u>require</u> such removal?</p>	The State will not dictate the removal of any persons from vendor employment, but the State may require the removal of persons from performing work for which the State is paying.	
115	99	5.1.3.5	Please confirm that the State does not expect that the Contractor would pay for all connectivity required (circuits/routers) for other Agencies and State contractors—such as Myers & Stauffer, HCE, Americhoice, and Milliman—needing to access	Confirmed	

			IndianaAIM to perform their required business functions? For example, Myers & Stauffer pay for the T-1 line between the current contractor and themselves.	
116	14	1.5.6	<p>Please confirm that the State is the final arbiter only in terms of issuing a final agency determination in the case of a dispute and that the Contractor may pursue any and all available remedies in a court of law.</p> <p>Also given the broad nature and complexity of an MMIS, please note that any errors/omissions or inaccuracies will be the subject of appropriate discussion.</p>	This section of the RFP asserts that any bidder should be educated about the needs of the state, and when the bidder is in doubt, the bidder should ask. Once a final contract is negotiated, the RFP will be incorporated into the agreement, however the final negotiated state contract and statement of work will take precedence over the RFP.
117	136	5.2.4.102	Please clarify the State's intent for what the Contractor is expected to do related to Requirement 5.2.4.102.	Participate in monthly meetings with other Medicaid contractors as requested by the state, and prepare minutes within 10 days of the meetings if requested by the state.
118	5.2.4.103	137	Please clarify which states are requesting reciprocal care monitoring arrangements.	The State has not received a request from other States at this time.
119	26	3.2.5	The requirement for the bidder to accept all RFP requirements, restricts the ability of Parties to engage in beneficial dialogue concerning the terms and conditions of the contractual arrangement. It is requested the State clarify that it will allow the State and Contractor to discuss alternative language that ensures the contract is consistent with the business agreement reached by the parties	Under Section 3.3.4 of the RFP, bidders should pose questions about the state boilerplate clauses or suggest alternative language to the boilerplate. Based on the state's response, bidders may choose to include suggested language within their proposals under the terms of the RFP Section 2.7. Through this process, vendors must identify all potential contract issues. The State will not entertain any contract discussions pertaining to the Section 4 and the sample contract contained in Attachment B unless it is identified in the vendor's response.

120	27	3.3.4	Please confirm that the transmittal letter will be subject to the exceptions provided for in 2.7 of the RFP.	Confirmed
121	28	3.3.7	Please confirm that an appropriate savings clause will exclude the contract from the acts or omissions of the State and its third-party contractor and vendors.	Vendors should include any additional clauses requested in a formal question containing the clause.
122	41	3.5.8	<p>Because the State is conducting a competitive procurement that assures itself market rates and that those rates are required to be fixed, it is unnecessary to request cost and pricing data. Please confirm that cost and pricing data will not be required if the rates for such additional work are provided in the bidder's original response to the RFP.</p> <p>Given the firm fixed price nature of the contract and its performance requirements, it seems unnecessary for the State to mandate a specific number or percentage of staff at any point in the contract.</p>	The pricing schedules are to be completed per the instructions in the RFP.
123	41	3.5.9	<p>Because the State is conducting a competitive procurement that assures itself market rates and that those rates are required to be fixed, it is unnecessary to request cost and pricing data. Please confirm that cost and pricing data will not be required if the rates for such additional work are provided in the bidder's original response to the RFP.</p> <p>Given the firm fixed price nature of the contract and its performance requirements, it seems unnecessary for the State to mandate a specific number or percentage of staff at any point in the contract.</p>	The pricing schedules are to be completed per the instructions in the RFP.

124	55	3.7	<p>Please clarify that the state is the final arbiter only in terms of issuing a final agency determination in the case of a dispute and that the contractor may pursue any and all available remedies in a court of law.</p> <p>Also given the broad nature and complexity of an MMIS system please note that any errors/omissions or inaccuracies will be the subject of appropriate discussion.</p>	The language in this section speaks for itself.
125	57	3.12	<p>Please confirm that in regards to publicly traded corporations, this clause applies only to the corporate entity itself and not employees/officers in their private capacity.</p>	This requirement applies to any financial information submitted in the proposal, which may include annual financial statements or other financial information included in the bid.
126	60	4.4.3	<p>Please confirm that the State's expectation is that once the Contractor reaches the recovery reimbursement cap, no additional work is needed.</p>	The successful bidder must continue to fulfill the contractually required work. The State has included this clause as an incentive to maximize the performance of the contractually required work.
127	61	4.4.5	<p>Please clarify that direct expenses will include reimbursement of the appropriate share of the contractors administration fees in managing these activities.</p> <p>It is unclear how the IV & V can be under contract to the contractor but report to the State, given the requirement for the contractor to manage its contractors please remove this language related to the reporting structure.</p>	The State will coordinate and prior approve the terms and conditions of the IV&V contract with the Contractor. Reporting requirements, scope of work, payments, etc. will be determined at that time.
128	61	4.5	<p>Please confirm that only the data necessary to validate accuracy of the invoice in accordance with the contract will be required to be submitted in accordance with federal guidelines.</p>	In accordance to State and Federal guidelines

129	63	4.10.3	Please confirm that in regards to publicly traded corporations, this clause applies only to the corporate entity itself and not employees/officers in their private capacity	This requirement applies to any financial information submitted in the proposal, which may include annual financial statements or other financial information included in the bid.
130	64	4.11	<p>Please confirm that the Parties will agree on mutually agreeable, objective acceptance criteria prior to execution of the Contract.</p> <p>As written, this clause provides an unfair windfall to the State, in that the State will not pay for the services performed by the Contractor or for costs of retaining the current Contractor. This bidder believes that any additional amounts incurred by the State may be an appropriate penalty, but the State should not be absolved of paying for the services it is receiving.</p>	The clause will remain in the contract. The State is agreeable to identifying acceptance criteria where possible. However, the State does not find that it is possible to define acceptance criteria to every deliverable for a five year period prior to execution of the contract.
131	64	4.12.1	Given the fixed price nature of the contract required by the State, it is inconsistent for the contractor to bear the risk of unknown future modifications of the HIPAA legislation. Please confirm that any material changes in HIPAA will be treated as a change under the contract and the parties should negotiate an appropriate amendment in accordance with the RFP.	The Contractor is responsible under maintenance and its base price to modify the system for known changes identified in the RFP, such as implementation of imaging for Provider Enrollment. The Contractor is also responsible under maintenance and its base price to meet the requirements in the RFP. The modification dollars referenced in the RFP are allocated to pay for system enhancements based on State and Federal direction, policy, rule, and statute. Business and operations expertise for system enhancements is also the responsibility of the Contractor and is included in its base price.
132	68	4.17.2	Please clarify that the team “all knowledge gained through the support of this contract” applies only to	Confirmed

			State-owned work and not of other contractor owned/proprietary items.		
133	70	4.20.3.1	Given the fixed price nature of the contract required by the State, it seems unreasonable for the State to mandate a specific staffing level especially given the other remedies available to the State such as performance standards and liquidated damages, to ensure compliance with the contract requirements. Will the State please reconsider this requirement?	The State has requested the bidders to provide minimum staffing levels and is not specifying a specific level.	
134	71	4.20.5.1	Given the fixed price nature of the contract required by the State, to require the Contractor to bear any and all expenses associated with the unknown costs to comply with future laws and regulation. Will the State modify this requirement to reflect that when future laws impact the cost or ability to meet service levels, the parties mutually agree as to a reasonable amendment?	The Contractor is responsible under maintenance and its base price to modify the system for known changes identified in the RFP, such as implementation of imaging for Provider Enrollment. The Contractor is also responsible under maintenance and its base price to meet the requirements in the RFP. The modification dollars referenced in the RFP are allocated to pay for system enhancements based on State and Federal direction, policy, rule, and statute. Business and operations expertise for system enhancements is also the responsibility of the Contractor and is included in its base price	
135	73	4.20.8.1	Please confirm that prior to recouping the erroneously paid funds from the Contractor, the Contractor will be allowed a reasonable period of time to recoup such amounts through the MMIS. Additionally, please confirm that following payment to the State, the Contractor will be allowed to utilize the MMIS to recoup monies that are paid to the State for erroneously paid amounts as well as pursue other available remedies outside of the MMIS.	The Contractor will have the right to recover such overpayments or duplicate payments.	

136	78	4.23	<p>Please confirm that this requirement will be applicable only during transition. If this occurs during operations, the Contractor will incur costs and be subject to disruptions in services.</p> <p>As an alternative, if the State wishes to hire someone during Operations, the Contractor and the State can agree to an appropriate transition and replacement time frame. Additionally, will the State agree to inform the Contractor's Project Manager before approaching the employee?</p>	4.23 applies to the entire duration of the contract.	
137	92	4.55.2.6	<p>Given the unknown number and scope of the potential amendments, it is requested that the State confirm that these will be done in a mutually agreed upon time and manner or will be treated as an additional service under the contract.</p>	The State will work with the successful bidder to reach a mutually agreeable timeframe.	
138	99	5.1.4.1	<p>Given the fixed price nature of the contract required by the State, it seems unreasonable for the State to mandate a specific staffing level especially given the other remedies available to the State to ensure compliance with the contract requirements, including performance standards and liquidated damages. Will the State please reconsider this requirement?</p>	The State has requested the bidders to provide minimum staffing levels and is not specifying a specific level.	
139	100	1005.1.4.2	<p>Given the fixed price nature of the contract required by the State, it seems unreasonable for the State to mandate a specific staffing level, especially given the other remedies available to the State to ensure compliance with the contract requirements, including performance standards and liquidated damages. Will the State please reconsider this requirement?</p>	The State has requested the bidders to provide minimum staffing levels and is not specifying a specific level.	

140	112	5.1.6.20	Please clarify where in the price schedules the bidder is to include the cost per page for additional notices not specifically addressed in this statement of work. Additionally, please clarify that the State does not intend for the bidders to include the cost per page in the response to 5.1.6.20 in the technical proposal	Include on "Pricing Schedule A" a new Line 8 titled "Price per Page for Additional Notices" and include the proposed price per page there. Do not include the proposed price per page in the technical proposal.
141	113	5.1.6.30	Please specify where in the price schedules bidders are to include the "separate monthly pricing for the positions comprising the IQMU."	These costs may be included in "Pricing Schedule B-1 to B-5" in Line 9 Other. Identify them as IQMU costs and include the number of FTE's proposed.
142	117	5.1.6.65	Please specify the entities, types, and frequency of data extracts, documentation, and other deliverables that the State would request the Contractor to provide.	The State has provided specifics in the RFP where possible. Due to the length of this contract, the State has included RFP requirements to allow flexibility.
143	128	5.2.4.32	The generality and vagueness of bullets 4 and 5 are not consistent with the requirement for a fixed price contract as required by the State. It is unclear what standard would be used to measure these requirements and how the State would ensure each bidder was bidding on the same requirements.	The requirements will stand as written.
144	128 133	5.2.4.32 5.2.4.65	There appears to be a discrepancy between Requirements 5.2.4.32 and 5.2.4.65. Requirement 5.2.4.32 states: "From the time a user chooses a live operator, ninety-five percent of calls are answered by a live person within one minute." However, Requirement 5.2.4.65 specifies that the Contractor is to report on all calls answered within 2 minutes. Please clarify the time in which the Contractor must answer calls after the caller requests to speak with a live person.	The report is 5.2.4.65 is necessary to capture the remaining five percent of calls answered after the one minute timeframe. It is the States expectation that the remaining five percent of calls will be answered in 120 seconds.

145	150	5.4.4.26	The generality and vagueness of bullets 4 and 5 are not consistent with the requirement for a fixed price contract as required by the State. It is unclear what standard would be used to measure these requirements and how the State would ensure each bidder was bidding on the same requirements.	The requirements will stand as written.
146	151	5.4.4.31	Please specify the other State and federal eligibility systems for which the Contractor is required to track outstanding interface issues. Additionally, are all of these interfaces handled currently?	The requirement is for current interfaces and future interfaces developed through system modifications.
147	190	5.10.4.8	Please confirm that State staff will continue to enter the Level of Care into IndianaAIM.	Confirmed
148	194	5.11.4.11	Given the firm fixed price requirement by the State, it is requested the State provide a maximum number of audits to be supported.	Audits shall be conducted as frequently as deemed necessary, and each nursing facility shall be audited no less frequently than every 15 months
149	251	Discretion of the Secretary of the Family & Social Services Administration	Please clarify that any decision by the State will be limited to and exercised within the framework of the evaluation criteria and that the Contractor retains all of its legal rights in regards to any protest.	All legal rights remain intact.
150	35	Section 3.4.3.1	Please provide clarification regarding the Data Conversion portion of the submission. Is the State requesting a Data Conversion Approach document or a Data Conversion Plan?	Data Conversion Plan

151		Attachment B	<p>Section 16(B) of Attachment B states:</p> <p>“Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor, <u>and the Contractor shall make no claim</u> within 10 working days following notification in writing by either party of the existence of a dispute, then the following procedures shall apply.”</p> <p>Can the State elaborate on what the underlined portion means?</p>	<p>The 10-day hold on claims gives the Secretary of the Family and Social Services Administration and/ or the Commissioner of the Indiana Department of Administration time to make a determination on present disputes (The Secretary and/or Commissioner must make a decision on disputes within 10 days).</p>	